



PROPERTIES, INC

July 9, 1996

RECEIVED

JUL 12 1996

ECG

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, NW, Room 222  
Washington, DC 20554

**Re: Restrictions on Over-The-Air Reception Devices, CS Docket No. 96-83, and  
Preemption of Local Zoning Regulation of Satellite Earth Stations, IB Docket No. 95-59**

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

1st Lake Properties, Inc. owns and operates multi-unit, residential apartment buildings. Consequently, we have entered into approximately 6000 leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain certain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

  
Pat Artigues  
President

Enclosures

OH3



# APARTMENT LEASE

DATE: \_\_\_\_\_

## PARTIES

\_\_\_\_\_ (hereinafter referred to as Lessor) hereby leases to \_\_\_\_\_ (hereinafter referred to as Lessee) the following described property:

## PREMISES

Apartment No. \_\_\_\_\_ at \_\_\_\_\_ in \_\_\_\_\_, Louisiana, for use by resident as a private residence only.

## TERMS

This lease is for a term of \_\_\_\_\_ months, commencing on the first day of \_\_\_\_\_, 19\_\_\_\_\_, and ending on the last calendar day of \_\_\_\_\_, 19\_\_\_\_\_.

## AUTOMATIC RENEWAL LIKE TERM ( )

If either the Lessor or the Lessee desires that the lease terminate at the end of the initial term or at the end of any subsequent renewal term, then the party desiring to so terminate the lease shall give written notice to the other party by certified mail to rental office or on our official Move Out Notification Form available at Rental Office. Such written notice must be given no less than (30) days prior to the end of the lease term. If such required notice is not given as provided herein, then this lease and all the terms thereof will be **AUTOMATICALLY RENEWED** for an additional term of the same period of time as the initial term. This provision is a continuing one, and applies to the original term and any subsequent term.

## RENT

This lease is made for and in consideration of a monthly rental of \_\_\_\_\_ dollars per month payable in advance on or before the first (1st) day of each month at the Rental Office. If the rent is paid by the third (3rd) of the month, Lessee shall be entitled to a deduction of \$50.00 per month or a net rental of \_\_\_\_\_ dollars per month; provided however, that any monthly rental payment not received by the third (3rd) of the month shall be considered delinquent. If Lessee pays by check and said check is not honored on presentation for any reason whatsoever, Lessee agrees to pay an additional sum of \$25.00 as a penalty. This penalty provision is not to be considered a waiver or relinquishment of any of the rights or remedies of Lessor.

## EARLY OCCUPANCY

The parties agree that the Lessee may occupy the leased premises prior to the beginning of the initial term of this lease. Lessee is granted occupancy of the premises commencing on \_\_\_\_\_ in exchange for the sum of \_\_\_\_\_ dollars as pro-rated rental for \_\_\_\_\_ days, and Lessor acknowledges receipt of this pro-rated rental for early occupancy. All of the provisions below with respect to the use of the premises apply to this early occupancy.

## SECURITY DEPOSIT ( )

Upon execution of this lease contract, Lessee agrees to deposit with Lessor, the receipt of which is hereby acknowledged, the sum of \$ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_. This deposit, which is non-interest bearing, is to be held by Lessor *as security for the full and faithful performance of all the terms and conditions of this lease*. This security deposit is not an advance rental and Lessee may not deduct any portion of the deposit for rent due to Lessor. This security deposit is not to be considered liquidated damages. Lessee does not have the right to cancel this lease and avoid his obligations hereunder by forfeiting the said security deposit.

Lessee shall be entitled to return of the said security deposit *within 30 days* after the lease termination date provided said leased premises are returned to Lessor in as good condition as they were at the time Lessee first occupied same, subject only to normal wear and tear and after all keys are surrendered to Lessor. Lessee agrees to deliver the premises clean and free of trash at the termination of the lease. Lessee hereby agrees to pay non-refundable turnover fee, which is automatically deducted from the security deposit when Lessee vacates.

Studio - \_\_\_\_\_ One Bedroom - \_\_\_\_\_ Two Bedroom - \_\_\_\_\_ Three Bedroom - \_\_\_\_\_

This is to "make ready" the apartment that Lessee vacates.

In the event of any damage to the leased premises or equipment therein, reasonable wear and tear excepted, caused by Lessee, his family, guests or agents, Lessee agrees to pay Lessor when billed the full amount necessary to repair or replace the damaged premises or equipment.

(            )  
Deductions will be made from the security deposit to reimburse Lessor for the cost of repairing any damage to the premises or equipment or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the termination of the lease. Deductions will also be made to cover any unpaid amount owed to Lessor for any damage or loss occurring prior to termination of the lease and for which Lessee has been billed. In the event that such damages or cleaning charges exceed the amount of the security deposit, Lessee agrees to pay all excess cost to Lessor. In the event resident fails to return all door and mailbox keys resident will be charged for lock replacement.

#### **OCCUPANTS**

The leased premises shall be occupied by the following persons only:

---

---

---

---

#### **PETS**

No pets are allowed to live on the premises at any time, however, this provision shall not preclude Lessor from modifying any lease to allow pets by mutual written agreement between Lessor and Lessee.

#### **SUB LEASE**

Lessee is not permitted to post any "For Rent" signs, rent, sublet or grant use or possession of the leased premises without the written consent of Lessor and then only in accordance with this lease.

#### **DEFAULT OR ABANDONMENT**

Should the Lessee fail to pay the rent or any charges arising under this lease promptly as stipulated, should the premises be abandoned (it being agreed that an absence of Lessee from the leased premises for five consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment) by Lessee or should Lessee begin to remove furniture or any substantial portion of Lessee's personal property to the detriment of Lessor's lien, then in any of said events, Lessee shall be ipso facto in default and Lessor shall have the option to demand the rent for the whole of the unexpired term of the lease and shall immediately become due. However, Lessor may proceed one or more times for past due installments without prejudicing his rights to proceed later for the rent for the remaining term of the lease. Similarly, in the event of any such default, Lessor retains option to cancel the lease and obtain possession of the premises by giving Lessee written notice to vacate the premises in accordance with the provisions of Articles 4701-4705 of the Louisiana Code of Civil Procedure. In the event of such cancellation and eviction, Lessee is obligated to pay any and all rent due and owing through the last day said premises are occupied. Lessee is obligated to pay any eviction cost.

#### **OTHER VIOLATIONS & NUISANCE**

Should the Lessee at any time violate any of the conditions of this lease, **other** than the conditions provided for in the immediately preceding paragraphs under the heading "Default and Abandonment" or should the Lessee discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the apartment community, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, engaging in any unlawful or immoral activities, or failure to abide by the rules and regulations as specified below, and should such violation either continue for a period of five days after written notice has been given Lessee (such notice may be posted on Lessee's door) or should such violation occur again after written notice to cease and desist from such activity or disturbance, then Lessee shall be ipso facto in default and Lessor shall have the option to demand the rent for the whole unexpired term of the lease which shall at once become due or to immediately cancel this lease and obtain possession of the premises by giving Lessee written notice to vacate the premises in accordance with the provisions of Articles 4701-4705 of the Louisiana Code of Civil

## **RULES & REGULATIONS**

Lessee acknowledges receipt of a copy of the rules and regulations which are attached to and form a part of this lease. Lessee agrees to comply with all such rules and regulations hereafter adopted by the Lessor and posted in or about the apartment community and/or mailed or delivered to Lessee.

## **PARKING AREAS**

All vehicles must be currently licensed and safety inspected to be parked on the community grounds. Vehicle repairs taking over 24 hours are not permitted. Any automobile which remains stationary for five (5) consecutive days without management approval will be recognized as a non-operable vehicle and will be subject to towing at vehicle owner's expense. Prohibited vehicles or any vehicles parked other than in properly designated areas will be towed at owner's expense. On-site recreational parking (i.e., campers, trailers, boats, etc.) is prohibited without prior written consent from management.

Residents are responsible for their guests' compliance with parking and all other community policies.

## **WARRANTY**

Lessor warrants that the leased premises are in good condition. Lessee accepts them in such condition and agrees to keep them in such condition during the term of the lease at his expense and to return them to Lessor in the same condition at the termination of the lease, normal decay, wear and tear excepted.

## **OCCUPANCY**

Should Lessee be unable to obtain occupancy on the date of the beginning of the lease due to causes beyond control of the Lessor, this lease shall not be affected thereby, but Lessee shall owe rent beginning only with the day on which he can obtain possession.

Should leased premises not be delivered by the first day of the term of this lease, because another resident holds over or for any other reason, Lessor will not be liable to Lessee for damages. However, Lessee will not be required to pay any rent until the apartment is available. If Lessor is not able to deliver possession of the leased premises or an acceptable similar premises to Lessee within two (2) weeks after the first day of the term of this lease, Lessee may cancel the lease by written notice without any further obligation and Lessee's security deposit will be refunded.

Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Lessee, then Lessee shall be entitled to a credit for the unexpired term of the lease. However, Lessee shall NOT have cause to cancel the lease before the expiration of its current term, demand a refund of the security deposit, or reduce the monthly rent following the occurrence of damage to a portion of the leased premises or interruption of usual services or amenities, provided that such occurrence is not the fault of either Lessor or Lessee, the leased premises remain habitable notwithstanding the occurrence and Lessor repairs the damage or restores the interrupted services or amenities as soon as reasonably possible under the circumstances.

## **ADDITIONS & ALTERATIONS**

Lessee shall not make any additions or alterations to the premises without written permission of Lessor. However, Lessor or his employees shall have the right to enter the premises for the purpose of making repairs necessary to the preservation of the property. Any additions made to the property by the Lessee shall become the property of the Lessor at the termination of this lease unless otherwise stipulated herein.

No holes shall be drilled in the walls, woodwork or floors and no antenna installations are permitted. No painting or papering of walls is permitted.

No water beds. No foil in windows. No hurricane tape allowed to stay in windows after danger ceases.

## **LIABILITY**

If any employee of Lessor renders any other services (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery, or any other service) for or at the request of resident, his family, employees or guests, then, for the purpose of such service, such employees shall be deemed the servant of Lessee, regardless of whether or not payment is arranged for such service, and Lessee agrees to relieve Lessor and hold Lessor harmless from any and all liability in connection with such services.

The Lessor shall not be liable to Lessee, or to Lessee's employees, patrons and visitors, or to any other person for any damage to person or property caused by any act, omission or neglect of Lessee or any other resident of said demised premises, and Lessee agrees to hold Lessor harmless from all claims for any such damage, whether the injury occurs on or off the leased premises.

Lessee assumes responsibility for the condition of the premises. Lessor will not be responsible for damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or any vices or defects of the leased property, or the consequences thereof, except in case of positive neglect or failure to take action toward remedying of such defects and the damage caused thereby. Should Lessee fail to promptly so notify Lessor in writing, any such defects, Lessee will become responsible for any damage

Lessee hereby releases, relieves and holds Lessor blameless for any damage or injury to person or property caused as a result of the use of the swimming pool by Lessee or any person making use of said pool through the use, permission or consent of Lessee. No children under the age of twelve (12) years of age will be allowed in or about the swimming pool area unless accompanied by an adult. All children must be supervised by an adult at all times.

**SIGNS  
& ACCESS**

Lessor reserves the right to post on the premises "For Sale" or "For Rent" signs at all times. Lessee will allow parties authorized by Lessor to visit the premises at reasonable hours in view of buying the entire term of this lease and in view of renting for 30 days prior to the expiration of this lease. Lessee will also permit Lessor to have access to the premises for the purpose of inspecting at reasonable intervals between the hours of 9:00 a.m. to 5:00 p.m.

**ATTORNEY'S  
FEE &  
EVICTION  
FEES**

Lessee further agrees that if an attorney is employed to protect any rights of the Lessor hereunder, Lessee will pay the fee of such attorney. Such fee is hereby fixed at twenty-five percent (25%) of the amount claimed or a minimum of \$100.00, whichever is greater. Lessee further agrees to pay all court costs and sheriff's charges, if any. Should Lessor find it necessary to post an eviction notice for any reason, Lessee agrees to pay **ALL** eviction fees incurred.

**SECURITY (        )**

Police protection is the function of local parish law enforcement authorities. Management cannot be responsible for your personal safety, or the contents of your apartment or automobile. Any guards seen on the property have been employed to patrol our rental offices and physical plant only. They are not for your personal protection.

**OTHER**

The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such terms, covenants, agreement and condition, but the same shall continue in full force and effect.

It is understood that the terms "Lessor" and "Lessee" are used in this agreement, and they shall include the plural and shall apply to persons, both male and female. All obligations of Lessee are several and in solido.

This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by the Lessor on the entire property of which the leased premises form a part.

A temporary visitor is one who inhabits the property for no more than ten (10) days.

Lessor hereby recommends the purchase of renters insurance to cover personal liability and damages to Lessee's personal property.

**WAIVER OF  
NOTICE**

Upon termination of the right of occupancy for any reason, Lessee hereby expressly waives notice to vacate the premises prior to institution of eviction proceedings in accordance with La. CCP Article 4701 and La. CC Article 2713.

**CHANGES TO  
LEASE (        )**

The Agent for the Lessor DOES NOT have the authority to alter this lease or verbally release Lessee from any of its terms.

**OTHER  
CONDITIONS**

**NO CASH PAYMENTS WILL BE ACCEPTED.**  
**RESIDENT AGREES TO PAY A MONTHLY WATER / SERVICE CHARGE**  
**WHEN APPLICABLE**

**I HAVE READ THIS LEASE THOROUGHLY BEFORE SIGNING**

Executed in Duplicate

\_\_\_\_\_  
Agent For Lessor

at \_\_\_\_\_, Louisiana

\_\_\_\_\_  
Lessee

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Lessee

